LIMITATIONS—ASSUMPTION OF MORTGAGE—PAYMENT OF INTEREST—BEDDLE v. PUGH, 45 Atl. Rep. 626 (N. J.).—*Held*, the payment of interest by successive grantees, who assumed a mortgage, kept the statute from running in favor of mortgagor, notwithstanding sixteen years more than the period required had elapsed since any payment by him.

There are two rules, (1) that a tender to one entitled to receive by one liable to pay is sufficient, and successive grantees come within this rule. *In re Frisbie*, 43 Chan Div. 117; *Lewin* v. *Wilson*, 11 App. Cas 639; (2) that such grantees pay merely to keep alive the equity of redemption, and do not keep the statute from running. *Trustees* v. *Smith*, 52 Conn. 434. Where the mortgagor after sale becomes a surety the first seems the better rule, but where by sale of the property in States holding the lien theory he becomes a mere stranger, the second would probably prevail. *Lord* v. *Morris*, 18 Cal. 482.

MASTER AND SERVANT—WRONGFUL DEATH OF SERVANT—NEGLIGENCE—INDEPENDENT CONTRACTORS—GULF, C. & S. RY. CO. v. DELANEY, 55 S. W. 538 (Tex.).—A brakeman on a freight train was killed by the falling of derricks, used by an independent contractor, due to the breaking of a post to which guy ropes were fastened. The independent contractor was repairing defendant's road-bed. *Held*, the railroad company was liable.

An employe, when placed in a situation of danger, has a right to expect that the employer will not, without proper warning, subject him to perils unknown to the employe. *Haley* v. *Case*, 142 Mass. 316. Moreover, the employer owes his servants, while working on his tracks and his trains, the duty to furnish them a reasonably safe place to work; nothing short of the exercise of reasonable care can absolve him from this obligation. In this case the defendant company were clearly guilty of negligence, as the guy ropes had not been securely fastened, and the derricks ought not to have been used across its tracks, without some care being taken to discover and guard against the danger. As a general rule, the employer is not liable for injuries resulting from fault of an independent contractor, but in this case the negligence of the railway company was properly held to be the proximate cause of the injury.

MASTER AND SERVANT—INJURY TO SERVANT—SCOPE OF EMPLOYMENT—RAILROADS—NEGLIGENCE—TERRE HAUTE & I. R. CO. v. FOWLER, 56 N. E. 228 (Ind.).—A freight conductor learning from the road superintendent that two culverts were likely to be in a dangerous condition, detached his engine and started to examine them; the first was found to be all right and they proceeded to the second. In attempting to cross a trestle between the two it gave way and the conductor was killed. *Held*, that considering the emergency the conductor was not acting outside the scope of his employment.

This case is apparently decided against the long established rule of law that the master's liability to the servant extends only to the duty which the servant is employed to perform, and if he undertakes any employment outside that duty he is without remedy if injured. *Brown* v. *Byroad*, 47 Ind. 435. The question here involved, is whether the detaching of the engine by the decedent, and voluntarily proceeding to inspect the track, was such a departure from the duties of his employment as to constitute negligence per se. The peculiar emergency existing at the time is held to bring the conductor's act within the scope of his employment. *Wood on Master and Servant*, p. 181, says: "Every servant is bound to regard his master's interests, and if a sudden emergency arises in his business, he is justified in departing from the usual routine of his employment.

PARTNERSHIP—WHAT CONSTITUTES—HAWKINS v. CAMPBELL ET AL., 62 N. Y. Sup. 678.—Action against Bell and Campbell as partners, to recover an unpaid balance due the plaintiff. Campbell denied the allegation of partnership. *Held*, an agreement whereby the partners were to share the profits of